

**Agreement and First Amendment to the 2002-2005 Memorandum of
Understanding Between the County of Mono and the
International Union of Operating Engineers, Stationary
Local 39, AFL-CIO, pertaining to the bargaining unit known
as the Mono County Public Employees (MCPE)**

This Agreement and First Amendment is entered into by and between the County of Mono and the International Union of Operating Engineers, Stationary Local 39, AFL-CIO ("Local 39"), majority representative of the bargaining unit known as the Mono County Public Employees (MCPE). The County and Local 39 are sometimes referred to herein as the parties.

I. Recitals

A. The parties previously entered into a memorandum of understanding for the period of January 1, 2002, through December 31, 2005 ("the MOU"). An ambiguity and dispute thereafter arose regarding the interpretation and application of certain MOU provisions related to "shift differential pay."

B. The parties have met and conferred in good faith regarding those issues and reached a mutually-acceptable resolution that they wish to memorialize in this Agreement and First Amendment to the MOU.

II. Terms and Conditions

The parties hereto AGREE as follows:

1. Retroactive to July 1, 2002, Article 17 of the MOU shall be amended in its entirety to read as follows:

"ARTICLE 17. SHIFT DIFFERENTIAL PAY

A. Evening Shift

Each covered employee shall receive a pay differential of five percent (5%) of base pay in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the evening shift shall continue to receive the shift differential for each hour of overtime worked.

B. Graveyard Shift

Each covered employee shall receive a pay differential of seven and one-half percent (7.5%) of base pay in addition to his or her base hourly pay. Any such employee who works overtime in continuation of the graveyard shift shall continue to receive the shift differential for each hour of overtime worked.

C. The terms “evening shift” and “graveyard shift,” as used herein shall be defined as follows:

Evening shift – 5:00 p.m.-12:00 a.m.

Graveyard shift – 12:00 a.m.- 7:00 a.m.

In order to be eligible for shift differential, the employee must work for a minimum of four hours within the appropriate shift and would receive shift differential for all hours worked if the majority of hours occur between 5:00 p.m. and 7:00 a.m. Employees who request (and are granted) to work outside of their normally scheduled shift, shall not be entitled to differential pay. In the event the County plans to modify a shift for an existing employee receiving shift differential pay and thereby eliminates the shift differential for that employee, the County shall prepare a report to Local 39, prior to the action, explaining why the shift is being modified.

This provision shall not include employees of Eastern Sierra Passages Lodge, who shall maintain their current practice of shift differential.”

2. Retroactive to July 1, 2002, subdivision “A” of Article 20 of the MOU, entitled “Call Back,” shall be amended to read as follows:

“A. Call Back

A covered employee who is called in to work at any time other than his or her normal working hours shall be paid for a minimum of four (4) hours of overtime. Should the duration of the call back exceed four (4) hours, the employee will be paid at the overtime rate for actual time worked. The provisions of this Article will not apply to extended shifts. An extended shift is defined as a time when an employee stays beyond their

normally scheduled shift.

(1) If the call back occurs during evening, graveyard, or relief shift, the employee shall receive the applicable shift differential pay for hours of the call back actually worked."

3. As soon as reasonably practicable after the date this Agreement and First Amendment has been executed by the parties, the County will process retroactive shift-differential payments for any employees who performed work during the period of July 1, 2002, through said execution date, to the extent such payments are owing based on the amended MOU language. Local 39 agrees that such retroactive payments fully resolve any claims or concerns that Local 39 or its members may have had regarding past County interpretations or applications of this MOU with respect to shift differential pay, and Local 39 releases the County from any claims that Local 39 or its members may have for shift differential pay related to work they performed for the County prior to July 1, 2002.
4. This Agreement and First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same Agreement and First Amendment.

III. Execution

IN WITNESS of the foregoing provisions the parties have signed this Agreement and First Amendment below through their duly-authorized representatives:

LOCAL 39:

COUNTY:

By: _____
Jerry Kalmer, Business Mgr.
Local 39

By: _____
TOM FARNETTI, Chair
Board of Supervisors

Dated: _____

Dated: _____